

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Release”) is entered into by and between Plaintiff GUILLERMO SOLIS (hereafter, “RELEASOR”), and Defendant CITY OF VALLEJO, its assigns and insurers, its elective and appointive boards, officers, officials, agents, servants, employees, partnerships, firms and corporations, and each of them, and individual Defendants former VALLEJO POLICE CHIEF JOSEPH KREINS, VALLEJO POLICE OFFICERS JOSH CAITHAM, VALLEJO POLICE OFFICER JARED JAKSCH, VALLEJO SERGEANT DREW RAMSAY, VALLEJO LIEUTENANT JOSEPH IACONO, (hereafter collectively, “RELEASEES”).

### **RECITALS**

A. RELEASOR, herein above identified, has made claims, demands, and filed suit against RELEASEES, alleging various personal injuries and wrongs, including, but not limited to, violation of his rights, entitlements, protections, and privileges under Title 42, U.S. Code §§ 1983 and 1988, the Fourth and Fourteenth Amendments to the United States Constitution, the common law of the State of California, Article 1, § 13 of the California Constitution, and Civil Code §§ 52 and 52.1, and alleging various damages, including attorneys’ fees, statutory damages, special damages, general damages, punitive damages, and other damages and costs, arising out of, or in connection with those certain accidents, casualties, occurrences, events, and/or acts that took place on or about March 12, 2013, more particularly described in the Second Amended Complaint No. 2:14-cv-00483-KJM-KJN (“Complaint”), filed in the United States District Court, Eastern District of California. These claims, demands, causes of action, allegations, and alleged losses and damages arising therefrom, and described and referred to in the Complaint, are hereafter collectively referred to as the “Claims.”

B. RELEASOR and RELEASEES (“Released Parties”) desire to enter into this Release so as to provide a certain payment in full and final settlement and discharge of all claims which the parties have or may have against each other, including but not limited to any claims for general damages and compensatory damages, property damage, statutory damages, and any or other out of pocket costs and expenses.

C. Released Parties have agreed to settle and resolve the Claims on the terms and conditions set forth herein.

### **AGREEMENT**

Released Parties agree hereto as follows:

#### **1. RELEASE AND DISCHARGE**

In consideration for the payment called for herein, RELEASOR hereby completely release and forever discharges RELEASEES from any and every past, present, or future claim, demand, obligation, action, damage, cost, expenses, right, and cause of action, of every kind and nature, known or unknown, real or imagined, existing or claimed to exist, asserted or unasserted, alleged or unalleged, which can ever arise from, or in any way grow out of, or which are the subject of

any and all claims which the RELEASORS have made or may make, which has resulted or may result, from the Claims. This Release shall be a fully binding and complete settlement between RELEASOR AND RELEASEES.

## **2. UNKNOWN CLAIMS AND DAMAGES**

RELEASOR acknowledges and understands that he may have suffered damages which are unknown to him at the present time and that this possibility has been considered by him in entering into this Release, and he has determined that the consideration to be paid is fair and adequate compensation with due regard for such future possibilities.

## **3. DISPUTED CLAIMS**

The RELEASEES acknowledge that the payment required by this Release is being made to compromise and settle disputed claims and are being made in settlement and release of all past, present, and/or future claims against the RELEASEES. Neither payment of the sum reflected herein, nor any statements or communications by RELEASEES or their attorneys leading to this Release, shall be considered admissions of liability or responsibility at any time, in any way, for any purpose, by or on behalf of RELEASEES.

## **4. LIENS AND HOLD HARMLESS**

All liens, claims, demands or causes of action (including, but not limited to, those of any complainant-in-intervention, third party, provider of workers compensation benefits, provider of medical services, Kaiser lienholder, third-party lienholder, employer and/or insurer), against the settlement proceeds hereunder are hereby compromised and released. Furthermore, RELEASOR specifically agrees to assume liability for the payment of any liens or claims of any kind by, but not limited to any medical provider, third party, governmental entities, Medicare, insurance liens and any liens of attorney, in any way related to or arising from the Claims. Furthermore, the undersigned shall indemnify and hold harmless the RELEASEES from any such liens, claims, demands or causes of action and shall defend the RELEASEES from any such liens, claims, demands or causes of action, whether groundless or not, in any way related to or arising from the Claims.

## **5. GENERAL RELEASE**

It is fully understood by the undersigned that the injuries and/or damages sustained by the undersigned are of such character that their full extent and type are not presently known; it is further understood that the injuries and damages, whether known or unknown presently, might possibly become progressively worse, thereby resulting in further injuries or damages to the undersigned. Nevertheless, it is the desire of the undersigned to forever and fully release and discharge the RELEASEES herein, upon the explicit understanding that no further claims, allegations, demands, damages or causes of action may ever be asserted by the undersigned against the herein RELEASEES by reason of such injuries and/or damages.

The provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived, upon the understanding by the undersigned that said Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

This final compromise and release, and settlement amount payment contemplated herein, is expressly intended to cover and include, and does cover and include, all rights of action or causes which may hereafter exist or accrue to the undersigned, related in any way to the subject matter of this Release and the Claims.

## **6. PAYMENT**

The RELEASEES shall pay THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$35,000.00) by check or draft, to "Casper, Meadows, Schwartz & Cook in trust for Guillermo Solis" (Tax Identification Number 68-0129520), and to deliver said check or draft to said attorneys, as follows:

**Nick Casper  
Casper, Meadows, Schwartz & Cook  
2121 North California Blvd., Suite 1020  
Walnut Creek, California 94596**

## **7. DISMISSAL WITH PREJUDICE**

In consideration of the payment set forth in section 7 above, the undersigned shall dismiss, with prejudice, RELEASEES from the Complaint, now pending in the United States District Court, Eastern District of California.

## **8. ENTIRE AGREEMENT**

This Release contains the entire agreement between the Released Parties hereto, and shall be binding upon and inure to the benefit of each. No other agreements, representations, or statements with respect to the terms or conditions of this settlement and Release, made precedent or contemporaneous to this Release, constitute any part of this Release.

## **9. COMPREHENSION OF AGREEMENT**

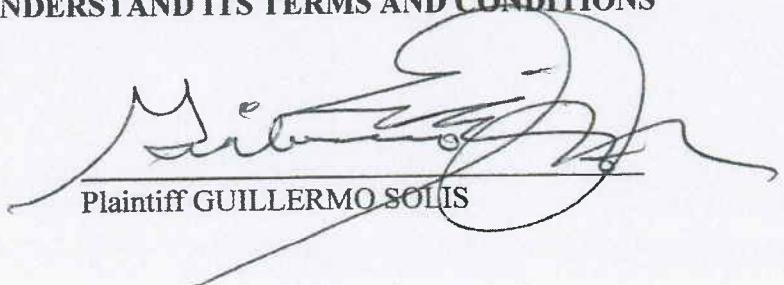
The undersigned has carefully read and understood the Release contents and signs the same freely and voluntarily.

## **10. COUNTERPARTS**

Facsimile or counterpart signatures shall be sufficient and can be used as originals.

**BY EXECUTING THIS RELEASE, THE UNDERSIGNED UNDERSTAND THAT HE  
HAS READ THIS RELEASE, AND UNDERSTAND ITS TERMS AND CONDITIONS**

DATED: 8-16-16



Plaintiff GUILLERMO SOLIS

**ATTORNEY CERTIFICATION AND CONFIDENTIALITY:**

I, NICK CASPER, do hereby and certify that I am the attorney for the above-named individual, GUILLERMO SOLIS. I certify that said individual, to the best of my knowledge, is competent and capable of understanding the contents of this instrument, each provision of which I have fully explained to him and I am satisfied that he has understood, agreed to, and fully accepted such provisions.

DATED: 8/17/16



NICK CASPER  
Attorney for Plaintiff